4/22/10 10:50:35 DK T BK 3,157 PG 21 DESOTO COUNTY, MS W.E. DAVIS, CH CLERK

# SUBORDINATION AGREEMENT

Prepared by: Sandee Kim LSI 2550 N. Red Hill Ave. Santa Ana, CA 92705 800-756-3524 ext 5026

Recording Requested by: LSI When Recorded Mail to: Attn: Custom Recording Solutions 2550 N. Red Hill Ave. Santa Ana, CA 92705 800-756-3524

CRS# 7524366

APN: 2-08-7-35-01-0-00067-00

Legal Description: Lt 67, Sec B, Morrow Crest North, Sec 2 and 35, Township 3 and 2 South, Range 8 West, Desoto County, State of Mississippi

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RECORDING REQUESTED BY: WHEN RECORDED MAIL TO: **Custom Recording Solutions** 2550 North Redhill Ave. Santa Ana, CA 92705 800-756-3524 Ext. 5011

## SUBORDINATION AGREEMENT

MS-75243666

0117704254 Loan # 0<del>205669534 -</del>

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This Subordination Agreement is dated for reference 12/15/2009 and is between HOPE COMMUNITY CREDIT UNION whose principal address is 1451 MADISON AVE, MEMPHIS, TN 38104 (called "Junior Lender") and New Senior Lender's

Name: WELLS FARGO BANK, N.A.

Senior Lender's

Address:

3 STEP CENTRALIZED FULFILLMENT 1525 W WT HARRIS BLVD. BLDG: 1A2, MAC:

D1108-02F, CHARLOTTE, NC 28262 (CALLED "New Senior Lender")

## RECITALS

A. Junior Lender is the vested holder and owner of the following described promissory note (the "Note") secured by a mortgage or deed of trust (the "Security Instrument"): Date of Note and Security Instrument: 12/15/2008

Borrower(s) Name(s) ("Borrowers"): ALLESHIA M. WHITE and LARRY WHITE Property Address: 105 WHITETAIL DRIVE N, HERNANDO, MS 38632

Legal Description of real property secured by Security Instrument ("Property"):

#### See Exhibit A (Attached)

Recording Date: 04/23/2009

County; DESOTO

Amount: \$25,000.00

Recording Number:

Book: 3020

Page: 642

B. Borrowers, as current owners of the Property, wish to replace their current first priority mortgage loan on the property with a new first priority mortgage loan secured by the Property from New Senior Lender in the original principal sum not to exceed \$325,327.51

Date: 1/29/20/0

(the "New Senior Security Instrument").

New Senior Lender will not be financing without this agreement by Junior Lender to Subordinate its lien/security interest lien/security in the Property to the new interest of New Senior

In consideration of the benefits to Junior Lienholder from the new financing on the Property provided By New Senior Lender, Junior Lender agrees and declares as follows:

#### 1. Subordination to New Senior Security Instrument.

Junior Lender agrees that upon recordation of the New Senior Security Instrument, Junior Lender's Lien/security interest in the Property shall be forever inferior, junior and

Subordinate in all respects to the lien/security interest of Senior Mortgagee's New Senior Security Instrument and all obligations it secures. Junior Mortgagee irrevocably consents to and approves all provisions of the New Senior Security Instrument and the terms of the obligation it secures.

#### 2. No Subordination to Other Matters.

Junior Lender is subordinating its lien/security interest to the New Security Instrument only, and not To other or future liens or security interests in the Property. Junior Lender has no obligation to Consent to future requests for subordination of its lien/security interest.

#### 3. No Waiver of Notice.

By subordinating its lien/security instrument, Junior Lender is under the laws of the State where the Property is located, or Federal law, to notice of defaults or other notices or rights conferred by law to junior lien holders and mortgagees.

## Successors and Assigns.

This Agreement shall be binding upon and be for the benefit of any successor or assignee of the New Security Instrument or any successor of either of the parties.

#### 5. Governing Law.

This Agreement shall be governed by the law of the State where Property is located.

This Agreement can be relied upon by all persons having an interest in the Property or the New Senior Security Instrument.

#### Entire Agreement; Amendments.

This Agreement represents the entire and complete Agreement between Junior Lender and Senior Lender. This Agreement must be in writing, executed by New Senior Lender (or its successors or assigns) and Junior Lender (or its successors or assigns) And, if this Agreement was recorded in the real estate records of the government entity in which the Property is located, recorded in such real estate records, to be enforceable.

New Senior Lender shall be deemed to have accepted and agreed to the terms of this Agreement By recordation of this Agreement at or about the time New Senior Security Instrument is recorded. This Agreement shall be void if not recorded within 90 days of the reference date first written above.

JUNIOR LENDER: HOPE COMMUNITY CREDIT UNION

BY: AZ ? YErans NAME: Alan P. Branson

TITLE: EVP/COO

STATE OF MS
COUNTY OF Hinds
On December 21, 2009 before
Me, Helen Laye Garrett
Personally Appeared Han P. Branson EVF CDO, High Chimenty Personally known to me (or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to
me that he/she they executed the same in his/her/their authorized capacity (i.e.), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official scale  Helen House Signature of Notary Public
Signature of Notary Public  Lebrary Faye  (This Manager Public  Jong  (This Manager Public  Jong  Jong
N COUNT

Order ID: 7524366 Loan No.: 0117704254

# EXHIBIT A LEGAL DESCRIPTION

The following described property:

Lot 67, Section B, Morrow Crest North, situated in Section 2 and 35, Township 3 and 2 South, Range 8 West, Desoto County, Mississippi, as per plat thereof recorded in Plat Book 81, Pages 6-8, in the office of the Chancery Clerk Desoto County, Mississippi.

Assessor's Parcel Number: 2-08-7-35-01-0-00067-00